

Exhibit A



ASSIGNMENT OF CLAIMS AGREEMENT

This Assignment of Claims Agreement, dated June 24, 2020 (the "**Agreement**"), is entered into between Financial Recovery Services, LLC d/b/a Financial Recovery Strategies, located at 80 Wesley Street, South Hackensack, NJ 07606 ("**FRS**"), and Selective Insurance Company of America, headquartered at 40 Wantage Ave., Branchville, NJ 078900, and all of its affiliated businesses and subsidiaries ("**Selective**"). Each of FRS and Selective also are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WITNESSETH

WHEREAS, Selective is entitled to participate in and to recover from the End-Payor settlements reached in *In re Automotive Parts Antitrust Litigation*, Master File No. 12-md-02311 (E.D. Mich.) (the "**EP Claim**") as a result of (a) its purchases of certain automobiles and replacement automotive parts (together, "**Eligible Vehicles**"), and (b) indemnity payments it made for Eligible Vehicles that, pursuant to provisions of applicable insurance policies, were deemed to have been total losses ("**Total Loss Vehicles**"); and

WHEREAS, FRS and Selective entered into that certain Exclusive Claims Management Agreement effective March 10, 2020 and the corresponding Authorization to File and Manage Claims of even date (together, the "**Contract**") pursuant to which Selective retained FRS to prepare and submit any proof of claim necessary for Selective to receive settlement proceeds in connection with the EP Claim; and

WHEREAS, on or about March 12, 2020, FRS submitted in connection with the EP Claim a proof of claim (the "**EP POC**"); and

WHEREAS, Selective wishes to assign to FRS the EP Claim, and FRS wishes to accept such assignment, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, on the basis of the foregoing premises and in consideration of the mutual promises and agreements contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment

Selective, for good and valuable consideration, does hereby irrevocably sell, convey, transfer, assign and set over to FRS all of Selective's rights, title and interest in and to the EP Claim, and all of Selective's rights and benefits relating to the EP Claim, including, without limitation, (i) Selective's right to file, modify or supplement the EP POC or any other proof of claim submitted in connection with the EP Claim; and (ii) Selective's right to receive or its interest in receiving any settlement or other funds as a result of the EP Claim (collectively, the "**Transferred Rights**").



2. Consideration

In consideration of the transfer of the EP Claim and Transferred Rights, FRS agrees to pay to Selective an amount equal to sixty-seven percent (67%) of any funds recovered by, distributed to, or otherwise paid to FRS in connection with the EP Claim.

3. Effective Date

Upon mutual execution of this Agreement, the effective date of Selective's assignment of the EP Claim and Transferred Rights to FRS shall be December 12, 2019.

4. Power of Attorney

Selective hereby irrevocably appoints FRS as Selective's true and lawful attorney-in-fact solely with respect to the Transferred Rights, and authorizes FRS to act in Selective's name, place and stead, to demand, sue for, compromise and recover all such amounts which are, or may hereafter become due and payable for, or on account of, the Transferred Rights herein assigned. Selective hereby grants unto FRS full authority to do all things necessary to enforce the Transferred Rights and Selective's rights thereunder, including, but not limited to, the litigation of any and all actions, suits, or other legal proceeding relating to or arising out of the EP Claim. In any such action, suit, or other legal proceeding, FRS shall litigate in Selective's interest, and shall pursue redress for the injury suffered by Selective that is the basis for the EP Claim. FRS and Selective agree that the powers granted in this paragraph 4 shall be exercised consistent with the Contract.

5. Choice of Law

The laws of the State of New Jersey shall govern this Agreement. Each Party submits to the jurisdiction of the courts located in the County of Bergen, State of New Jersey, and agrees that any litigation relating to this Agreement shall be brought only in such courts. Each Party hereto consents to service of process by certified mail at its address as set forth in introductory paragraph of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the Parties, have executed this Agreement. The Parties agree that facsimile signatures shall have the same effect as original signatures.

Financial Recovery Services, LLC

Selective Insurance Company of America

By: 

By: 

Name: Jeffrey N. Leibell
Title: Chief Legal & Accounting Officer

Name: Steven M. Passman
Title: Assistant General Counsel

Date: June 24, 2020

Date: June 24, 2020